



Exhibit 2
Draft Initial Tariff

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TARIFF SCHEDULE

APPLICABLE TO

LOCAL EXCHANGE SERVICES

OF

ATHERTON FIBER LLC (U-XXXX-C)

within the

STATE OF CALIFORNIA

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CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet Number	Revision	Sheet Number	Revision
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	Original	56	Original
26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original	61	Original
31	Original	62	Original

Issued: December XX, 2016
Submitted by: Advice Letter No. 1

Effective: January XX, 2017

Issued By: Robert Hayes
Atherton Fiber LLC
260 Oak Grove Ave.
Atherton, CA 94027
888 963-9230

CHECK SHEET (Cont'd)

Sheet Number	Revision	Sheet Number	Revision
63	Original	94	Original
64	Original	95	Original
65	Original	96	Original
66	Original	97	Original
67	Original	98	Original
68	Original	99	Original
69	Original	100	Original
70	Original	101	Original
71	Original	102	Original
72	Original	103	Original
73	Original	104	Original
74	Original	105	Original
75	Original	106	Original
76	Original	107	Original
77	Original	108	Original
78	Original	109	Original
79	Original	110	Original
80	Original	111	Original
81	Original	112	Original
82	Original	113	Original
83	Original	114	Original
84	Original	115	Original
85	Original	116	Original
86	Original	117	Original
87	Original	118	Original
88	Original	119	Original
89	Original	120	Original
90	Original	121	Original
91	Original	122	Original
92	Original	123	Original
93	Original	124	Original

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CHECK SHEET (Cont'd)

Sheet Number	Revision
125	Original
126	Original
127	Original
128	Original
129	Original
130	Original
131	Original
132	Original
133	Original
134	Original
135	Original
136	Original

TARIFF FORMAT

This tariff is divided into the following major sections:

General
Section 1: Preliminary Statement
Section 2: Rules
Section 3: Exchange Services

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Ca. PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Ca. PUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the California PUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

EXPLANATION OF SYMBOLS

(C) - To signify changed listing, rule, or condition which may affect rates or charges.

(D) - To signify discontinued material, including listing, rate, rule or condition.

(I) - To signify increase.

(L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

(R) - To signify reduction

(T) – To signify a change in wording of text but not change in rate, rule or condition.

SECTION 1 - PRELIMINARY STATEMENT

No. 1 General

- 1.1 This tariff sets forth the rates and rules of Atherton Fiber LLC applicable to its provision of competitive local exchange service within the State of California to Business Customers located in exchange areas served by AT&T California, Verizon California, Inc., SureWest and Citizen Telephone Company.
- 1.2 The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of telecommunications services throughout the State of California.
- 1.3 The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

No. 2 Availability of the Company's Tariff

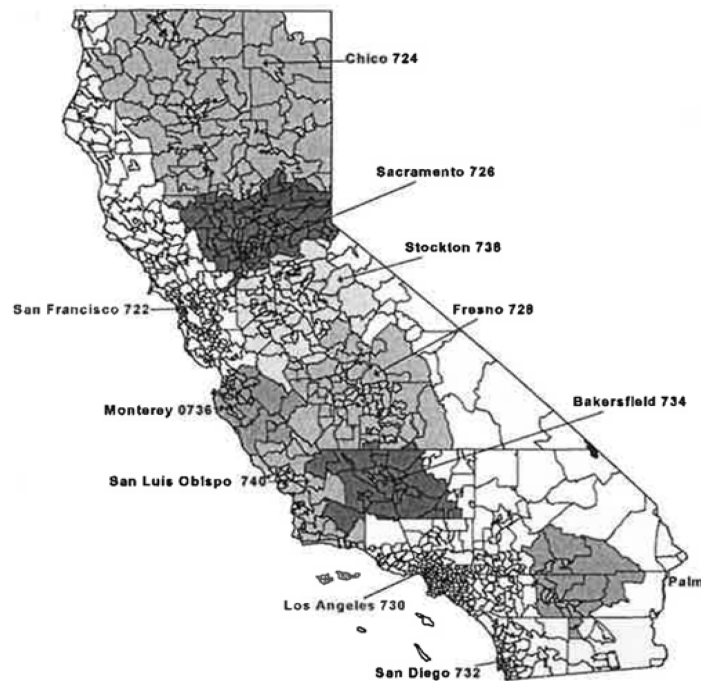
- 2.1 Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Atherton Fiber LLC
260 Oak Grove Ave.
Atherton, CA 94027
- 2.2 The tariff is also available for public inspection at the California Public Utilities Commission.

SECTION 1 – PRELIMINARY STATEMENT (Cont'd)

No. 3 Service Area Map

- 3.1 The Company has been authorized by the Commission to provide competitive local exchange service within the areas of the State of California currently served by AT&T California, Frontier Communications, and Consolidated Communications, as depicted on the following map.



SECTION 1 - PRELIMINARY STATEMENT (Cont'd)

No. 4 Forms

4.1 Customer Service Order

SAMPLE CUSTOMER SERVICE ORDER

Atherton Fiber LLC
260 Oak Grove Avenue
Atherton, CA 94027

DATE _____
CUSTOMER NAME
CUSTOMER ADDRESS
ACCOUNT NUMBER

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOUR
TELECOMMUNICATIONS SERVICE. THE ENCLOSED MATERIAL CONFIRMS:
THE SERVICES YOU RECENTLY ORDERED, THE ITEMIZED MONTHLY
RATES FOR THOSE SERVICES, AND ANY SERVICE CONNECTION CHARGES.
WE LOOK FORWARD TO WORKING WITH YOU AND SUPPORTING ANY OF
YOUR FUTURE TELEPHONE SERVICE REQUIREMENTS. PLEASE CONTACT
US IF YOU HAVE QUESTIONS OR DESIRE ADDITIONAL INFORMATION.

THANK YOU FOR SELECTING ATHERTON FIBER TO BE YOUR TELEPHONE
SERVICE PROVIDER

SINCERELY,

Atherton Fiber LLC

SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**No. 4 Forms (Cont'd)****4.2 Billing Information****SAMPLE INVOICE**

CUSTOMER COPY: ACCOUNT NUMBER: 0000122
INVOICE NUMBER: 1060831
PAYMENT DUE BY: 5/01/2003

INVOICE DATE: 4/01/2003
PAYMENT DUE: \$ 187.42
PLEASE SEND PAYMENT TO:
Atherton Fiber LLC
260 Oak Grove Avenue
Atherton, CA 94027

PREVIOUS BALANCE \$ 178.22
PAYMENTS RECEIVED \$ 178.22 Thank You
TOTAL PAST DUE \$ 0.00
CURRENT CHARGES \$ 187.42
TOTAL AMOUNT DUE \$ 187.42

This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation. If you believe you have been billed incorrectly, you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94012,. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.

FOR BILLING INQUIRIES, CALL: 800 555-5555
FOR SERVICE INQUIRIES, CALL: 800 555-5555

SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**No. 4 Forms (Cont'd)****4.3 Universal Lifeline Telephone Service Self-Certification Form****SAMPLE APPLICATION**

Date: _____

Telephone Number: _____

UNIVERSAL LIFELINE TELEPHONE SERVICE APPLICATION

Universal Lifeline Telephone Service (ULTS) is available to all residence customers who meet eligibility rules established in compliance with California State law. A one-time service charge will apply for conversion to Universal Lifeline Telephone Service. Customers meeting the eligibility rules established by the California Public Utilities Commission will be offered basic service, at discount rates, as summarized below:

Local Flat Rate Service \$5.34/Month

Unlimited Local Calls for Flat Rate Service.

Local Measured Service \$2.85/Month

60 Untimed, outgoing, local calls per month for measured service and \$.08 for each call over the 60 call allowance.

1. Installation of a primary ULTS access line is \$ 10.00.
2. A maximum of two (2) ULTS access lines are available to qualifying ULTS households when the household has submitted a medical certificate complying with Public Utilities Code § 2881 et seq., indicating the customer's need for a TTY device and the presence of a TTY at the household. Additionally, single-member households must subscribe to 3-way calling.
3. Change in class, type or grade of service is \$10.00.
4. Total Toll Restriction is available at no charge.

ELIGIBILITY RULES ARE:

1. The Universal Lifeline Telephone Service discount applies to the primary service located at your principal place of residence.
2. Total household income must not exceed \$19,300 annually for 1 or 2 persons or \$22,800 for 3 persons, \$27,400 for 4 persons, add \$4600 for annual income for each additional person in the household.
3. You must not be claimed as a dependent on another person's income tax return.
4. For self employed applicants, the net business income shown on IRS form 1040, Schedule C, line 29, shall be used to determine eligibility for Universal Lifeline Telephone Service.

Note: Law requires that a renewal application must be submitted to Atherton Fiber LLC on an annual basis.

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SECTION 1 - PRELIMINARY STATEMENT (Cont'd)

No. 4 Forms (Cont'd)

4.3 Universal Lifeline Telephone Service Self-Certification Form (Cont'd)

SAMPLE APPLICATION (Cont'd)

If a renewal application is not received by January 1st your service will be converted to the full tariffed rate.

Failure to return this form within 30 days will result in your monthly service & connection charges being billed at the full tariffed rates.

I certify that I meet the eligibility rules stated above and apply for UNIVERSAL LIFELINE TELEPHONE SERVICE. I understand that the California Public Utilities Commission and/or the serving telephone utility may authorize verification of my eligibility. If verification establishes that I am ineligible to participate in the ULTS program, I will be removed from the program and may be billed for previous discounts that should not have been received.

Please check one: FLAT RATE _____ MEASURED RATE _____

SIGNATURE _____

ADDRESS _____

DATE _____

SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**No. 4 Forms (Cont'd)**

4.4 Past Due Notice

SAMPLE PAST DUE NOTICE

REMINDER NOTICE

FOR TELECOMMUNICATIONS SERVICES PROVIDED BY OAYCYS TELECOM, INC.

ACCOUNT ID: <NUMBER>

DATE MAILED: <DATE>

TOTAL AMOUNT DUE: <AMOUNT>

Payment for your account has not been received up to the time of mailing this notice. Please disregard this notice if full payment has been made subsequent to the date mailed on this notice. You are responsible for you're the payment of all charges on your bill and payment is now past due. **It is important to know that failure to pay the amount designated as Basic Service and Related**

Charges as stated on your bill by <DATE> may result in the disconnection of telephone service. If we disconnect your service for non-payment, you must pay the past due amount and a reconnection fee for each line. You may also be required to pay a deposit.

If your Basic Phone Service is interrupted due to non-payment, you will be able to dial 9-1-1 for emergency situations for fifteen (15) days. Do not call 9-1-1 regarding your bill or services. Other services, such as Calling Features and/or the ability to make Long Distance calls, may be cancelled or restricted if not paid. We may also take other action to collect unpaid accounts. To discuss payments please contact us at (877) 297-0926 Monday through Friday, 8 AM to 5PM.

Caution: If your service is temporarily disconnected, you will continue to access 9-1-1 for 15 days from date of interruption. After that, your service will be permanently disconnected unless we agree to special arrangements made by you. If payment and deposit are not made within 15 days from date of temporary interruption, you will no longer be able to access 9-1-1, also please note installation charges for new service is more than the restoral change.

PLEASE DETACH AND RETURN THE FOLLOWING PORTION WITH PAYMENT

TOTAL AMOUNT DUE: <AMOUNT>

Account ID <NUMBER>

Mail Date <DATE>

Amount Enclosed for Payment: _____

<NAME>

<ADDRESS>

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SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**No. 4 Forms (Cont'd)****4.5 Customer Disconnect Notice****SAMPLE DISCONNECT NOTICE**

(DATE)

(CUSTOMER NAME)

(STREET ADDRESS)

(CITY, STATE, ZIP CODE)

Re: NOTICE OF DISCONTINUATION OF SERVICE

Dear (CUSTOMER NAME):

We are writing to you in regard to the telephone account in the name of (CUSTOMER NAME) at the address (CUSTOMER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter. If you have any dispute as to the correct amount of your bill, you may request that Atherton Fiber LLC (the "Company") conduct an investigation and review of the disputed amount. This request must be made in writing to Atherton Fiber LLC, 260 Oak Grove Avenue, Atherton, CA 94027, Attn: (Customer Service).

In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within seven (7) days of the date of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services. If there is still a disagreement following the Company's investigation and review, you may appeal the Company's determination to the Consumer Affairs Branch of the California Public Utilities Commission (the "CAB"). To avoid disconnection, you must submit the claim and, if the bill is not paid, deposit the amount in dispute with the CAB within seven (7) calendar days after the date the Company has notified you that the investigation and review has been completed and that such deposit must be made or service will be interrupted. The address for the CAB is Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94012. If you are unable to pay the amount due in full at this time, you may make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferred payment agreement, by calling the Customer Service Department at (888) 963-9230 during the Company's regular business hours Monday through Friday from 8AM-5PM.

Sincerely,

Atherton Fiber LLC

SECTION 1 - PRELIMINARY STATEMENT (Cont'd)

No. 4 Forms (Cont'd)

4.6 Reason for Denial of Services for Failure to Establish Credit

SAMPLE DENIAL OF SERVICES FORM

(DATE)

(CUSTOMER NAME)

(STREET ADDRESS)

(CITY, STATE, ZIP CODE)

RE: RESPONSE TO REQUEST FOR SERVICE

Dear (CUSTOMER NAME):

Atherton Fiber LLC (the "Company") has received your application for service with our Company. This letter is to advise you that, unfortunately, the Company cannot provide you with service at this time because our records indicate there is an outstanding balance on your previous account with us in the amount of (AMOUNT). The Company will not provide you service until you pay the past due bill. In addition, once the outstanding bill is paid, the Company may require a deposit before rendering service.

Sincerely,

Atherton Fiber LLC

SECTION 2 - RULES

No. 1 Definitions

1.1 Definitions

Advance Payment: Part or all of a payment required before the start of service.

Access Code: Denotes a uniform code assigned to the Company. The code has the form 10XXX or 10XXXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Apartments: A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

Attendant: An operator of a PBX console or telephone switchboard.

Authorized User: A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Building: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Transfer: Allows a user to transfer any established call to another line.

SECTION 2 – RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Central Office: An operating office of the Company where connections are made between telephone exchange lines.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CLC: Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

College: An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

Commission or California Public Utilities Commission: The California Public Utilities Commission (CPUC).

Communications Services: The Company's local exchange switched telephone services.

Communications Systems: Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service

Company: Atherton Fiber LLC, the issuer of this Tariff, located at: 260 Oak Grove Avenue, Atherton, CA 94027.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

SECTION 2 – RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

Customer: The person, firm, corporation, or other entity that orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises Equipment (CPE): Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Date of Presentation: The postmark date on the billing envelope.

Day: Time period from 8:01 a.m. to 5:00 p.m.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

SECTION 2 - RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Emergency Service Number ("ESN"): A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

Error: A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

Evening: Time period from 5:01 p.m. to 11:00 p.m.

Exchange: A geographic area smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hospital: An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

Hotel: An establishment offering lodging with or without meals to the general public on a day-to-day basis.

Inside Wire: Wiring, riser cable or house cable located within a multi-dwelling unit and/or within the customer's premises.

SECTION 2 – RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Interexchange Carrier (IC) : Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Interface: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interruption: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kilobit: One thousand bits.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

Link: The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Call: A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

SECTION 2 - RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region.

Local Service: Telephone exchange service within a local calling area.

Loops: Segments of a line which extend from the serving central office to the originating and to the terminating point.

Major Rate Increase: A rate increase which is greater than a Minor Rate Increase, as defined below.

Megabit: One million bits.

Minor Rate Increase: A rate increase which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected service's rates. Increase shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a Major Rate Increase.

Mbps: Megabits, denotes millions of bits per second.

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multiline Hunt: A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

SECTION 2 - RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Night: Time period from 11:01 p.m. to 8:00 a.m.

Nonpublished Service: Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

PBX: A private branch exchange.

Port: A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SECTION 2 - RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Referral Period: The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Same Premises: All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Central Office: The central office from which local service is furnished.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Station: Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension: Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

T-1 System: A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

SECTION 2 – RULES (CONT'D)

No. 1 Definitions (Cont'd)

1.1 Definitions (Cont'd)

Telephone Call: A voice connection between two or more telephone stations through the public switched exchange system.

Termination Of Service: Discontinuance of both incoming and outgoing service.

Three-Way Calling: Allows a user to add a third party to an existing conversation.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two-way: A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

Universal Emergency Telephone Number ("911") Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End-User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Weekend: Time Period from 12:01 Saturday morning to 11:59 Sunday night and the following holidays: New Years Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas day.

SECTION 2 – RULES (CONT'D)

No. 2 Description of Service

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- 2.1.2 Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).
- 2.1.3 Service is offered for local and long distance calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 3 of this tariff.
- 2.1.4 Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- 2.1.5 Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

SECTION 2 – RULES (CONT'D)

No. 3 Application for Service

3.1 Application Process

- 3.1.1 Service is installed by arrangement between Atherton Fiber LLC and its customers.
- 3.1.2 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 3.1.3 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 3.1.4 During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.
- 3.1.5 Service may be initiated based on a written or oral agreement between ATHERTON FIBER Telecom and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill. If the agreement is oral, within 10 days of initiating the service order, ATHERTON FIBER Telecom will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.
- 3.1.6 Within 10 days of initiating service, ATHERTON FIBER Telecom shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by ATHERTON FIBER Telecom.

SECTION 2 – RULES (CONT'D)

No. 3 Application for Service (Cont'd)

3.2 Cancellation of Application for Service

- 3.2.1 When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.
- 3.2.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent.)
- 3.2.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, let net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 3.2.4 The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

SECTION 2 – RULES (CONT'D)

No. 3 Application for Service (Cont'd)

3.2.5 Cancellation of Application for Service

Customer may cancel its application for service prior to installation. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.

3.3 Termination Liability

3.3.1 Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

3.3.1.A 20% of the balance of the total billing payable during the life of the term, or

3.3.1.B the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

3.4 Initiation of Service

3.4.1 Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

3.4.2 Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

SECTION 2 – RULES (CONT'D)

No. 4 Contracts

4.1 Contracts

4.1.1 Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. Customer and Company can enter into a contract for Centrex service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

SECTION 2 – RULES (CONT'D)

No. 5 Special Information Required On Forms

5.1 Customer Bills

5.1.1 The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

- 5.1.1.A When the bill shall be paid by the Customer to the Company;
- 5.1.1.B Billing detail, including the period of service covered by the bill;
- 5.1.1.C Late payment charges and when they will be applied;
- 5.1.1.D How the Customer must pay the bill;
- 5.1.1.E How to contact the Company with questions about the bill; and
- 5.1.1.F If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

SECTION 2 – RULES (CONT'D)

No. 5 Special Information Required On Forms (Cont'd)

5.1 Customer Bills (Cont'd)

5.1.2 Each bill shall also include the following statement:

This bill is now due and payable, it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill, please request an explanation from Atherton Fiber LLC. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.

5.1.3 Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Atherton Fiber LLC, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

5.1.4 Bills to Wholesale Customers

Bills sent to ATHERTON FIBER Telecom' wholesale customers will be fully compliant with all CPUC regulations and will contain the requisite surcharges and notifications. ATHERTON FIBER Telecom' wholesale customers are solely responsible for accurately depicting this information on their retail end users' bills or invoices.

SECTION 2 – RULES (CONT'D)**No. 6 Advance Payments and Deposits****6.1 Advance Payments**

6.1.1 At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Advance payments will not be required for usage.

6.2 Deposits

6.2.1 Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

6.2.2 Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

6.2.3 Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event that a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.

SECTION 2 – RULES (CONT'D)

No. 6 Advance Payments and Deposits (Cont'd)

6.2 Deposits (Cont'd)

6.2.4 Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

6.2.5 Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

6.2.6 Deposit Receipt: See Rule 5.1.3.

6.2.7 Deposits shall not be required if the applicant:

6.2.7.A Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.

SECTION 2 – RULES (CONT'D)

No. 6 Advance Payments and Deposits (Cont'd)

6.2 Deposits (Cont'd)

6.2.7 Deposits shall not be required if the applicant: (Cont'd)

6.2.7.B A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.

6.2.7.C The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

SECTION 2 – RULES (CONT'D)

No. 7 Notices and Communications

7.1 Notices

7.1.1 Notice by the Company

7.1.1.A In General

- 7.1.1.A.1 Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first

SECTION 2 - RULES (CONT'D)

No. 7 Notices and Communications (Cont'd)

7.1.1.B Regarding Rate Information:

- 7.1.1.B.1 Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.
- 7.1.1.B.2 When the Company provides information to a consumer that is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
- 7.1.1.B.3 The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
- 7.1.1.B.4 Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

SECTION 2 - RULES (CONT'D)

No. 7 Notices and Communications (Cont'd)

7.1.2 Notice by Customer

7.1.2.A Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).

7.1.2.B The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

SECTION 2 – RULES (CONT'D)

No. 7 Notices and Communications (Cont'd)

7.1.2 Notice by Customer (Cont'd)

7.1.2.C The Company shall, upon request, provide any applicant for service or Customer the following information:

- 7.1.2.C.1 The CPUC identification number of its registration to operate as a telecommunications corporation within California.
- 7.1.2.C.2 The address and telephone number of the CPUC to verify its authority to operate.
- 7.1.2.C.3 A copy of the CPUC's Consumer Protection Regulations.
- 7.1.2.C.4 A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
- 7.1.2.C.5 A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
- 7.1.2.C.6 The names of billing agents, if any, the Company uses in place of performing the billing function itself.
- 7.1.2.C.7 Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

SECTION 2 - RULES (CONT'D)

No. 8 Rendering and Payment of Bills

8.1 Rendering of Bills

8.1.1 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30-day month.

8.2 Payment of Bills

8.2.1 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, credit card, money order, or cashier's check.

8.2.2 Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

SECTION 2 – RULES (CONT'D)

No. 8 Rendering and Payment of Bills (Cont'd)

8.2.3 However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1.5% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.

8.2.4 Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. The late payment date will be prominently displayed on the customer's bill.

SECTION 2 – RULES (CONT'D)

No. 9 Disputed Bill Procedure

9.1 Disputed Bill Procedure

9.1.1 In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- 9.1.1.A The Customer may make a request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- 9.1.1.B The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. The "Due by" date shall be no sooner than 15 days after the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- 9.1.1.C If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
- 9.1.1.D The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by Customer.

SECTION 2 – RULES (CONT'D)

No. 9 Disputed Bill Procedure (Cont'd)

9.1.2 After the investigation and review are completed by ATHERTON FIBER Telecom, if the customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date ATHERTON FIBER Telecom notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

9.1.3 The address of the CPUC is as follows:

California Public Utilities Commission
Consumer Affairs Branch
California State Building
505 Van Ness Avenue
San Francisco, California 94102
(415) 703-1170
(800) 649-7570
(415) 703-2032 TDD

SECTION 2 – RULES (CONT'D)

No. 10 Termination of Service

10.1 Termination of Service by Customer

- 10.1.1 A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished. Basic Service will not be disconnected for non-payment of anything other than residential and single line business, as flat rate and/or measured services are defined in D.96-10-066.
- 10.1.2 If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are ten (10) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- 10.1.3 No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- 10.1.4 Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

SECTION 2 – RULES (CONT'D)

No. 10 Termination of Service (Cont'd)

10.2 Termination of Service By the Company

10.2.1 The Company may discontinue service under the following circumstances:

- 10.2.1.A Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the court.
- 10.2.1.B A violation of, or failure to comply with, any regulation governing the furnishing of service.
- 10.2.1.C An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
- 10.2.1.D Failure to post a required deposit or guarantee.
- 10.2.1.E In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- 10.2.1.F Any violation of the conditions governing the furnishing of service.

10.2.2 Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice by certified mail to the Customer's last known address.

SECTION 2 – RULES (CONT'D)

No. 10 Termination of Service (Cont'd)

10.2 Termination of Service By the Company (Cont'd)

10.2.3 Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.

10.2.4 To the extent the Company provides dial tone to customers using facilities owned or leased by the company, the Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")

10.3 Notice for Disconnection

10.3.1 Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

10.3.2 Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

SECTION 2 – RULES (CONT'D)

No. 10 Termination of Service (Cont'd)

10.3 Notice for Disconnection (Cont'd)

10.3.3 Written notice will state:

- 10.3.3.A the name and address of the Customer whose account is delinquent;
- 10.3.3.B the reason for discontinuance;
- 10.3.3.C the amount that is delinquent (if applicable);
- 10.3.3.D the date when payment or arrangements for payment are required in order to avoid termination;
- 10.3.3.E the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 9;
- 10.3.3.F the procedure the Customer may use to request amortization of the unpaid charges;
- 10.3.3.G the telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;
- 10.3.3.H the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
- 10.3.3.I local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

SECTION 2 – RULES (CONT'D)**No. 10 Termination of Service (Cont'd)****10.4 Amortization of Unpaid Charges**

10.4.1 Upon request, a Customer may be permitted to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment. No termination of service shall be effected for any Customer complying with an amortization agreement, as long as the Customer also keeps the account current as charges accrue in each subsequent billing period. Any residential Customer under the certification of a licensed physician attesting that termination of service would be life-threatening will be excluded from termination, provided Customer is willing to enter into an amortization agreement. No termination of service shall be effected for any Customer complying with an amortization agreement, provided the Customer also keeps the account current as charges accrue in each subsequent billing period. Requests for amortization of unpaid charges can be made in writing or by telephone at the following address:

Atherton Fiber LLC
260 Oak Grove Avenue
Atherton, CA 94027
Phone: 559/781-4123 Fax: 559/781-7013

10.5 Noncompliance With Amortization Agreement

10.5.1 If a Customer fails to comply with an amortization agreement, Company shall not terminate service without first giving written notice to the Customer at least 48 hours prior to termination, which identifies the conditions the Customer is required to meet to avoid termination. The Customer is not entitled to further investigation by the Company.

10.6 Restoration of Service

10.4.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. A restoration charge will apply after the disconnection of service; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

SECTION 2 – RULES (CONT'D)

No. 11 Temporary Service

11.1 Temporary Service

- 11.1.1 From time to time, Atherton Fiber LLC may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the regulations provided in this tariff.

SECTION 2 – RULES (CONT'D)

No. 12 Continuity of Service

12.1 Allowances for Interruptions in Service

12.1.1 Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 16, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

12.2 Credit for Interruptions

12.2.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

12.2.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. In no case will the credit for interruption exceed the monthly recurring charges for the service affected.

SECTION 2 – RULES (CONT'D)**No. 12 Continuity of Service (Cont'd)****12.2 Credit for Interruptions (Cont'd)**

12.2.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruption of 24 hours or less:</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

SECTION 2 – RULES (CONT'D)

No. 12 Continuity of Service (Cont'd)

12.3 Limitations on Allowances

12.3.1 No credit allowance will be made for:

- 12.3.1.A Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 12.3.1.B Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 12.3.1.C Interruptions due to the failure or malfunction of non-Company equipment;
- 12.3.1.D Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 12.3.1.E Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 12.3.1.F Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- 12.3.1.G Interruption of service due to circumstances or causes beyond the control of the Company.

SECTION 2 – RULES (CONT'D)

No. 12 Continuity of Service (Cont'd)

12.4 Temporary Suspension for Repairs

12.4.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

12.4.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customers' service.

12.4.3 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

SECTION 2 – RULES (CONT'D)

No. 13 Service Connections and Facilities on Customers' Premises

13.1 Service Connections and Facilities on Customer's Premises

13.1.1 Service furnished by Atherton Fiber LLC may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Atherton Fiber LLC is not part of a joint undertaking with such carriers.

13.1.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

13.1.3 Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 2 – RULES (CONT'D)**No. 14 Measurement of Service****14.1 Calculation of Distance**

14.1.1 When charges for calls are mileage sensitive, airline mileage is computed as described below.

14.1.2 Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- 14.1.2.A Step 1: Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- 14.1.2.B Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- 14.1.2.C Step 3: Square the differences obtained in Step 2.
- 14.1.2.D Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- 14.1.2.E Step 5: Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- 14.1.2.F Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call. Formula:

$$\sqrt{\frac{|v_1 - v_2|^2 + |h_1 - h_2|^2}{10}}$$

SECTION 2 – RULES (CONT'D)

No. 15 Telephone Number Changes

15.1 Telephone Number Changes

- 15.1.1 When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- 15.1.2 The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- 15.1.3 When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- 15.1.4 The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- 15.1.5 A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

SECTION 2 – RULES (CONT'D)

No. 16 Limitation of Liability

16.1 Limitation of Liability

16.1.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff, except that the Company will serve all locations within 300 feet of its facilities, provided that the Company can obtain reasonable access to the Customer's demarcation point. Beyond the 300 feet service requirement, the Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

16.1.2 The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.

16.1.3 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

16.1.4 Except as provided above, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect. Company will not be liable to its wholesale customers' retail end users for any errors caused by the wholesale customer.

16.1.5 The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

SECTION 2 – RULES (CONT'D)

No. 16 Limitation of Liability (Cont'd)

16.2 Directory Errors

16.2.1 The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

- 16.2.1.A For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 16.2.1.B For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- 16.2.1.C For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
- 16.2.1.D For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
- 16.2.1.E For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

SECTION 2 – RULES (CONT'D)

No. 17 Limitations of Service

17.1 Limitations of Service

- 17.1.1 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 17.1.2 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 17.1.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- 17.1.4 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

SECTION 2 – RULES (CONT'D)

No. 18 Use of Service

18.1 Use of Service

- 18.1.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 18.1.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 18.1.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 18.1.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer must advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 18.1.5 Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tarified cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

SECTION 2 – RULES (CONT'D)

No.18 Use of Service (Cont'd)

18.2 Use and Ownership of Equipment

18.2.1 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

18.3 Unauthorized Use

18.3.1 Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.

18.3.2 Service shall not be used for any purpose in violation of law.

18.3.3 Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

SECTION 2 – RULES (CONT'D)

No. 19 Responsibilities of the Customer

19.1 Responsibilities of the Customer

19.1.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

19.1.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

19.1.3 The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

19.1.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

SECTION 2 – RULES (CONT'D)

No. 19 Responsibilities of the Customer (Cont'd)

19.1 Responsibilities of the Customer (Cont'd)

19.1.5 The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

19.1.6 In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

SECTION 2 – RULES (CONT'D)

No. 20 Special Construction

20.1 Basis for Charges

20.1.1 Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 21.1.1.A nonrecurring charges;
- 21.1.1.B recurring type charges;
- 21.1.1.C termination liabilities; or
- 21.1.1.D combinations thereof.

20.2 Basis for Cost Computation

20.2.1 The costs referred to preceding may include one or more of the following items to the extent they are applicable:

- 20.2.1.A cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 20.2.1.A.1 equipment and materials provided or used,
 - 20.2.1.A.2 engineering, labor and supervision,
 - 20.2.1.A.3 transportation, and
 - 20.2.1.A.4 rights of way;
- 20.2.1.B cost of maintenance

SECTION 2 – RULES (CONT'D)

No. 20 Special Construction (Cont'd)

20.2 Basis for Cost Computation

- 20.2.1.C depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items; license preparation, processing and related fees;
- 20.2.1.D tariff preparation, processing and related fees;
- 20.2.1.E any other identifiable costs related to the facilities provided; or
- 20.2.1.F an amount for return and contingencies.

SECTION 2 – RULES (CONT'D)

No. 20 Special Construction (Cont'd)

20.3 Termination Liability

20.3.1 To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

20.3.2 The termination liability period is the estimated service life of the facilities provided.

20.3.3 The amount of the maximum termination liability is equal to the estimated amounts for:

20.3.3.A Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

20.3.3.A.1 equipment and materials provided or used,

20.3.3.A.2 engineering, labor and supervision,

20.3.3.A.3 transportation, and

20.3.3.A.4 rights of way;

20.3.3.B license preparation, processing, and related fees;

20.3.3.C tariff preparation, processing, and related fees;

20.3.3.D cost of removal and restoration, where appropriate; and

20.3.3.E any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 2 – RULES (CONT'D)

No. 20 Special Construction (Cont'd)

20.3 Termination Liability

20.3.4 Method for Calculating the Unpaid Balance of Term Obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 20.3.3 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 20.3.3 shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities that are provided by the Company. This product is adjusted to reflect applicable taxes.

SECTION 2 – RULES (CONT'D)

No. 21 Non-routine Installation and/or Maintenance

21.1 Customer Charges

21.1.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2 – RULES (CONT'D)

No. 22 Individual Case Basis (ICB) and Special Assembly Arrangements

22.1 Individual Case Basis

22.1.1 The Company may develop case-by-case arrangements in response to a Customer's or prospective Customer bona fide request to develop a bid for a service offered under this tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

22.2 Special Assembly Arrangements

22.2.1 The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided to the customer via a Special Assembly.

SECTION 2 – RULES (CONT'D)

No. 23 Services for the Deaf and Disabled

23.1 California Relay Service

23.1.1 The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with other telecommunications carriers.

23.1.2 The Relay Service permits telephone communications between hearing and/or speech-impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

23.1.3 Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.

23.1.4 The following calls may not be placed through the Relay Service:

- 23.1.4.A calls to informational recordings and group bridging service;
- 23.1.4.B calls to time or weather recorded messages;
- 23.1.4.C station sent paid calls from coin telephones; and
- 23.1.4.D operator-handled conference service and other teleconference calls.

SECTION 2 – RULES (CONT'D)**No.23 Services for the Deaf and Disabled (Cont'd)****23.2 Liability**

23.2.1 The Company has contracted with AT&T California and Verizon California, Inc. to offer equipment and services to eligible deaf and disabled customers. Please contact the Company's local business office for details of this program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

SECTION 2 – RULES (CONT'D)

No. 24 Universal Emergency Telephone Number Service

24.1 General

- 24.1.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 24.1.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- 24.1.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 24.1.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

SECTION 2 – RULES (CONT'D)**No. 24 Universal Emergency Telephone Number Service (Cont'd)****24.2 Liability for Use of 911**

24.2.1 The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 2 – RULES (CONT'D)

No. 25 [Reserved for future use]

SECTION 2 – RULES (CONT'D)

No. 26 Change of Service Providers

26.1 Solicitation of Customer Authorization for Service Termination and Transfer

26.1.1 Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10-point type. A penalty or fine of \$500.00 may apply for each violation of this Section.

26.2 Unauthorized Service Termination and Transfer

26.2.1 The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. This applies as well to switches initiated by agents of Company. A penalty or fine of \$500 may apply for each violation of this rule.

SECTION 2 – RULES (CONT'D)**No. 27 Privacy****27.1 General**

27.1.1 The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

27.1.2 The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic Customer information without first notifying the Customer and obtaining written consent. For example, the Company will provide required Customer information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carriers) as necessary to provide service within or between service areas; and to the Federal Communications Commission or the CPUC. The Company may be required to provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs.

27.2 Customer Credit Information and Calling Records

27.2.1 CPUC Decision Nos. 92860 and 9336, directs that each communications utility incorporate the provisions of the privacy rule set out in Appendix B of that decision as a part of its tariff. The Company adopts that rule as set out in Appendix B:

SECTION 2 – RULES (CONT'D)

No. 27 Privacy (Cont'd)

27.2 Customer Credit Information and Calling Records (Cont'd)

27.2.2 Release of Credit Information and Calling Records:

27.2.2A Definitions

27.2.2.A.1 Credit Information - A Customer's credit information is the information contained in the Customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address, and telephone number as listed in the telephone directory.

27.2.2.A.2 Calling Records - Calling Records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

27.2.2.B Release of Customer Credit Information and Calling Records

27.2.2.B.1 A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

27.2.2.B.(a) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

SECTION 2 – RULES (CONT'D)

No. 27 Privacy (Cont'd)

27.2 Customer Credit Information and Calling Records (Cont'd)

27.2.2.B.1.(b) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

27.2.2.B.1.(c) Upon receiving permission of the Customer to release the information.

27.2.2.B.2 Deferral of Notice

27.2.2.B.2.(a) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made, upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records requested.

27.2.2.B.2.(b) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.

SECTION 2 – RULES (CONT'D)

No. 27 Privacy (Cont'd)

27.2 Customer Credit Information and Calling Records (Cont'd)

27.2.2.B.2.(c) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

27.2.2.B.2.(d) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

27.2.2.B.3 Exception to Procedure for Release of Credit or Calling Records

27.2.2.B.3.(a) The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

27.2.3 Retention of Records

27.2.3.A Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also retained for a like period of one year.

SECTION 2 – RULES (CONT'D)

No. 28 Directories

28.1 Directories

28.1.1 The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

SECTION 2 – RULES (CONT'D)**No. 29 Nonpublished Service****29.1 General**

29.1.1 Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The applicable monthly charge applies as indicated in Rate Schedule 3 of this tariff. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

29.1.1.A Agencies Authorized to Receive Nonpublished Information

29.1.1.A.1 Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

29.1.1.A.2 An agency of the federal government which is lawfully authorized to:

29.1.1.A.2.(a) Conduct investigations or make arrests for violations of the criminal laws of the United States; or,

29.1.1.A.2.(b) Prosecute violations of the criminal laws of the United States; or,

29.1.1.A.2.(c) Enforce civil sanctions which are ancillary to criminal statutes; or,

29.1.1.A.2.(d) Conduct investigations into matters involving the national security of the United States; or,

29.1.1.A.2.(e) Protect federal or foreign officials; or,

29.1.1.A.2.(f) Protect public health and safety; or,

SECTION 2 – RULES (CONT'D)

No. 29 Nonpublished Service (Cont'd)

29.1 General (Cont'd)

- 29.1.1.A.2.(g) Conduct emergency rescue operations.
- 29.1.1.A.3 Any public health agency of the State of California or of a city, county, or other local government.
- 29.1.1.A.4 County of city 911 projects.
- 29.1.1.A.5 State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- 29.1.1.A.6 Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- 29.1.1.A.7 California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

29.2 Procedure for Release of Nonpublished Information to Authorized Agencies

29.2.1 A telephone company shall only provide nonpublished information to persons within agencies who are either:

- 29.2.1.A Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
- 29.2.1.B Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,
- 29.2.1.C Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,

SECTION 2 – RULES (CONT'D)

No. 29 Nonpublished Service (Cont'd)

29.2 Procedure for Release of Non-published Information to Authorized Agencies

- 29.2.1.D Employees of a county or city 911 project when acting in an official capacity; or,
- 29.2.1.E Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.
- 29.2.1.F Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- 29.2.1.G Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.
- 29.2.1.H The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.
- 29.2.1.I The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

SECTION 2 – RULES (CONT'D)

No. 29 Nonpublished Service (Cont'd)

29.3 Notification to Customer

- 29.3.1 The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.
- 29.3.2 When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.
- 29.3.3 If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.
- 29.3.4 The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.
- 29.3.5 If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.
- 29.3.6 If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

SECTION 2 – RULES (CONT'D)

No. 29 Non-published Service (Cont'd)

29.4 Exception for Health Officers

29.4.1 No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

29.5 Release of Information to Interexchange Carriers

29.5.1 The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

29.6 Retention of Records

29.6.1 All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

SECTION 2 – RULES (CONT'D)

No. 29 Non-published Service (Cont'd)

29.7 Unsolicited Telephone Efforts

29.7.1 The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

No. 30 Legal Requirements for Refusal or Discontinuance of Service

30.1 California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

30.1.1 Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.

SECTION 2 – RULES (CONT'D)

No. 30 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

30.1 "Appendix B" (Cont'd)

- 30.1.2 Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- 30.1.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
- 30.1.4 Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

SECTION 2 – RULES (CONT'D)

No. 30 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

30.1 "Appendix B" (Cont'd)

- 30.1.5 The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- 30.1.6 At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- 30.1.7 Each contract for communications service, by operation of law, shall be deemed to, contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- 30.1.8 The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- 30.1.9 The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

SECTION 2 – RULES (CONT'D)

No. 31 Blocking Access to 900 and 976 Information Services

31.1 Blocking Access to 900 and 976 Information Services

- 31.1.1 At the request of a customer, the Company shall block that customer's access to 900 and 976 pay-per call telephone information services. The Company shall inform its customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points

32.1 Responsibilities

- 32.1.1 The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.
- 32.1.2 The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.
- 32.1.3 Customer requested services beyond the local loop demarcation point, or via some other technical arrangement, may be provided by the Company at the Customer's expense.

32.2 Local Loop Demarcation Point

- 32.2.1 The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the budding owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.
- 32.2.2 Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.
- 32.2.3 The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.2 Local Loop Demarcation Point

32.2.4 The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story budding, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story budding.

32.2.5 Exceptions:

32.2.5.A Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.

32.2.5.B Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.

32.2.5.C Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or budding owner, and includes the equipment.

32.2.5.D If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.2 Local Loop Demarcation Point

- 32.2.5.E Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- 32.2.5.F Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.3 INC Demarcation Point

- 32.3.1 The Intrabuilding Network Cable (INC) demarcation point separates the budding owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- 32.3.2 The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 directly below and 30.1.4 preceding.
- 32.3.3 Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

32.4 Inside Wire Demarcation Point

- 32.4.1 The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 32.4.2 The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.5 Continuous Property

32.5.1 Continuous Property is land which is:

- 32.5.1.A wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
- 32.5.1.B which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.

32.5.2 There are three basic types of Continuous Properties:

- 32.5.2.A Single-tenant commercial in which one owner or tenant occupies all building.
- 32.5.2.B Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- 32.5.2.C Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

¹The property retains its character as a Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

¹A "public thoroughfare" is a street, road, or other means of passage across a property which is not subject to restrictions on ingress, egress, or boundaries.

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.5 Continuous Property (Cont'd)

33.5.2.C.1 Single-family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common³ do not constitute Continuous Property.

32.5.3 Continuous Property

32.5.3.A For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.

32.5.3.B It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

32.5.4 Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.

32.5.5 The INC and Inside Wire Demarcation Points are located as described above.

³Such as town homes and homes in gated communities .

SECTION 2 – RULES (CONT'D)

No. 32 Demarcation Points (Cont'd)

32.5 Continuous Property (Cont'd)

32.5.6 At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

32.5.6.A This paragraph is not intended in any way to waive the unbundling of INC in each building.

No. 33 Information to be Provided to the Public

33.1 A copy of this Tariff will be available for public inspection at the California Public Utilities Commission and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. This Tariff is also available for inspection during normal business hours at Carrier's principal place of business: Atherton Fiber LLC, 260 Oak Grove Avenue, Atherton, CA 94027, and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. In accordance with the Commission's rules, new or optional rates will be submitted to the Commission by Advice Letter on a case-by-case basis.

No. 34 Employee Service

34.1 There are no employee rates in effect.

SECTION 2 – RULES (CONT'D)

No. 35 Claims

- 35.1 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees as ordered by the Commission or by a Court for:
- 35.1.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agent, representatives or invitees; or
 - 35.1.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

No. 36 Interconnection Facilities

- 36.1 Interconnection between subscriber and Company are made through switched access on dedicated facilities.

No. 37 Inspections

- 37.1 Carrier may, after notification to the Subscriber, and at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding equipment and interconnections are being complied with in the installation, operation and maintenance of Company-provided equipment and in the wiring of the connection of Customer channel to Company-provided facilities.
- 37.2 If the protective requirements in connection with Company-provided equipment are not being complied with, Carrier may take such action as necessary to protect its equipment, facilities and personnel.

SECTION 2 – RULES (CONT'D)

No. 38 Taxes and Surcharges

- 38.1 Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

38.1.1 Surcharge To Fund CPUC Reimbursement Fee

- 38.1.1.A Applicability: This surcharge is for the purpose of funding the CPUC and applies to the aggregate amount of intrastate customer billings.
- 38.1.1.B Rates: A surcharge of 0.11 percent will be applied to all intrastate customer billings as they appear on the customer's bill. The surcharge will be applied to the customer's bill for intrastate services that appear on that particular bill.

38.1.2 Surcharge To Fund California Relay Service And Communications Device Fund

- 38.1.2.A Applicability: This surcharge is for the purpose of funding the California Relay Service and Communications Device Fund and applies to aggregate intrastate customer billings.
- 38.1.2.B Rates: A surcharge of 0.300 percent will be applied to all intrastate customer billings.

SECTION 2 – RULES (CONT'D)

No. 38 Taxes and Surcharges (Cont'd)

38.1.3 Surcharge To Fund Universal Lifeline Telephone Service

- 38.1.3.A Applicability: This surcharge is for the purpose of funding the Universal Lifeline Telephone Service (ULTS) and applies to all intrastate customer billings.
- 38.1.3.B Rates: A surcharge of 1.450 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

38.1.4 California High Cost Fund

- 38.1.4.A Applicability: This surcharge is for the purpose of funding Universal Support to the high cost area of California and applies to all customer billings.
- 38.1.4.B Rates
- 38.1.4.B.1 California High Cost Fund - A (CHCF-A)
- A surcharge of 0.360 percent will be applied to all intrastate billings as they appear on the customer's bill.
- 38.1.4.B.1 California High Cost Fund - B (CHCF-B)
- A surcharge of 2.20 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

38.1.5 Surcharge To Fund California Teleconnect Fund Discounts

This surcharge provides the funding for the discounted advanced services provided to qualified schools, libraries, hospitals, health clinics, and community based organizations. A surcharge of 0.000 percent will be applied to all end users of intrastate telecommunications services.

SECTION 2 – RULES (CONT'D)**No. 39 Universal Telephone Service Regulations****39.1 Eligibility**

The following criteria for eligibility apply to Universal Lifeline Telephone Service (ULTS):

- 39.1.1 The residence premises at which the service is requested is the applicant's principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residential premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of ULTS.

- 39.1.1 There is only one exchange access line serving the residence premises.

- 39.1.2 For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

HOUSEHOLD SIZE	INCOME LIMITATION
1,2	\$25,900
3	30,100
4	36,500
Each Additional Member	6,400

- 39.1.3 The income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program shall include the net business income shown on IRS Form 1040, Schedule C, Line 29. If a net loss is shown on Line 29, then Line 29 shall not be included as part of the income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program.

- 39.1.4 Liquid assets shall not be used as a criterion to screen applicants for the ULTS program.

SECTION 2 – RULES (CONT'D)

No. 39 Universal Telephone Service Regulations (Cont'd)

39.1 Eligibility (Cont'd)

39.1.5 Household income used to determine eligibility shall not include (i) borrowed monies, or (ii) monies transferred from one checking, savings, or similar account to another account. Household income used to determine eligibility shall include income derived from such assets, such as interest and dividend, and income derived from the gain from their sale.

39.1.6 No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

39.1.7 The applicant's total household income is subject to verification by the CPUC.

39.2 Certification

39.2.1 The applicant will self-certify eligibility for ULTS. Re-certification is required annually or at any time the qualifying criteria for recipients change.

39.2.2 The Company shall obtain from each applicant seeking to enroll in the ULTS program a signed statement indicating that (i) the Company may verify the customer's eligibility to participate in the ULTS program, and (ii) if the verification establishes that the customer is ineligible to participate in the ULTS program, the customer shall be removed from the program and may be billed for previous discounts which the customer should not have received.

39.2.3 New applicants for telephone service ordering ULTS are required to return a signed self-certified form to the Company within 45 days or service will be changed to the regular tariffed rate. The full rate (excluding usage) will be retroactive to the date the ULTS rate commenced. Also, if service and labor charges were billed at the discounted ULTS rate, the amount of the discount will be back billed. The regular change of service charge will also be applicable. Applicants who do not return a signed self-certification form to the Company within 45 days will be subject to normal deposit requirements.

SECTION 2 – RULES (CONT'D)

No. 39 Universal Telephone Service Regulations (Cont'd)

39.2 Certification (Cont'd)

39.2.4 The Company will mail re-certification forms annually to each recipient of ULTS. The Company shall obtain from each customer seeking to remain in the ULTS program a signed statement acknowledging that (i) the Company may verify the customer's eligibility to participate, and (ii) if the verification establishes that the customer is ineligible to participate in the program, the customer will be removed from the program and may be billed for previous discounts which the customer should not have received. If the certificate is not received by the Company within 60 days, the Company will assume that the customer is no longer eligible.

39.3 Additional Service and Equipment

39.3.1 Additional service and equipment are not included in the ULTS rate, but will be provided to ULTS customers at applicable tariffed rates.

39.4 Deposits

39.4.1 Establishment of Credit - ULTS Residence Applicants

39.4.1.A A deposit or other form of security will not be required unless the ULTS applicant has an unpaid final residence bill over 45 days old. When the Company requires a deposit, the deposit amount will be determined as described in 2.1.7.

39.4.2 Reestablishment of Credit - ULTS Residence Applicants

39.4.2.A A customer whose service has been discontinued for nonpayment of bills will be required to:

39.4.2.A.1 Pay any unpaid balance due to the Company for the premises at which service is to be restored,

39.4.2.A.2 Pay a restoration charge as described in 2.1.11, and

SECTION 2 – RULES (CONT'D)

No. 39 Universal Telephone Service Regulations (Cont'd)

39.4 Deposits (Cont'd)

39.4.2.A.3 Reestablish credit by making a deposit, as described in 2.1.7, before service is restored.

39.4.2.B An applicant who previously has been a customer of the Company and during the last twelve months of that prior service, has had service temporarily or permanently discontinued for nonpayment of bills, will be required to pay any unpaid balance due the Company and to reestablish credit by making the deposits described in 2.1.7.

39.5 Unless otherwise stated, all rule provisions of this section shall apply to ULTS.

39.6 Regulations not found in this section are as set forth in other sections of this Tariff.

39.7 Customers qualifying for ULTS will be entitled to one installation every 12 months of a primary access line as shown in rates and charges. No carry-over credit will be given for years in which no installation at reduced rates is made.

Existing non-ULTS customers qualifying for ULTS will be charged the ULTS change of service charge for change in class, type or grade of service, if applicable.

Eligible ULTS customers requesting a change of service will be charged the ULTS service charge.

No. 40 Discounted Services To Qualifying Entities

40.1 Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

SECTION 2 – RULES (CONT'D)

No. 40 Discounted Services To Qualifying Entities (Cont'd)

- 40.1.1 Schools and Libraries Qualifying schools and libraries shall be entitled to a 50% discount off tariffed rates for the following services: Measured business service, Switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 Million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under

Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries.

- 40.1.2 Hospitals and Health Clinics Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

- 40.1.3 Community Based Organizations (CBOs) Qualifying CBOs shall be entitled to a 25% discount off tariffed rates for the following services: Switched 56, ISDN, and T-1 service, or their functional equivalents. Only tax exempt organizations offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. A “tax exempt organization” shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

- 40.1.4 The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

No. 1 Service Charges

1.1.1 The Service Order Charge is a nonrecurring charge which applies to administrative processing of orders for the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. The Company may from time to time waive or reduce the charge as part of a promotion. Promotions will be submitted to the CA PUC for prior approval, as required.

1.2.1 A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

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SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 1 Service Charges (Cont'd)****1.3 Moves, Adds and Changes**

1.3.1 The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

1.3.2 The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- 1.3.2.A Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- 1.3.2.B Add: The addition of a vertical service to existing equipment and/or service at one location.
- 1.3.2.C Change: Change - including rearrangement or reclassification of existing service at the same location.
- 1.3.2.D Business Charge per:
- | | |
|--------|----------|
| Moves | \$ 10.00 |
| Adds | \$ 10.00 |
| Change | \$ 10.00 |

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 1 Service Charges (Cont'd)

1.4 Charges Associated With Premises Visit

1.4.1 Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

1.4.2 Noncomplex wire, jacks and materials include:

1.4.2.A 2 to 6 pair inside wire

1.4.2.B Faceplates

1.4.2.C RJ11C, RJ14C, RJ11W and RJ14W type station jacks

1.4.2.D Staples, screws, nail, tape, connectors, etc.

1.4.3 Trouble Isolation Charge

1.4.3.A When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 1 Service Charges (Cont'd)**

1.4.3.A.1 Per Premises Visit:

1.4.3.A.1(a)

	<u>1st 15 Minutes</u>	<u>Each Add'l 15 Minutes (or fraction)</u>
Company Work Day	\$ 60.00	\$ 30.00
Non Company Work, except Sunday or Holiday	\$ 90.00	\$ 45.00
Sunday or Holiday	\$ 120.00	\$ 60.00

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 1 Service Charges (Cont'd)****1.4.4 Inside Wire Maintenance and Installation**

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

1.4.4.A Inside Wire Installation Charge

1.4.4.A.1 Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

1.4.4.A.2 Material is included in each time increment charge.

1.4.4.A.3 Inside Wire Installation Charge

Jack Installation Charge	\$ 65.00
Per order, per premises	

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 1 Service Charges (Cont'd)**

1.4.4.B Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a Customer requests noncomplex wire and jack maintenance. Material is included in the charge.

1.4.4.B.1

	1st 15	Each Add'l
	<u>Minutes</u>	<u>15 Min.</u>
Per Premises Visit	\$ 60.00	\$ 30.00

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 1 Service Charges (Cont'd)****1.5 Primary Interexchange Carrier Change Charge****1.5.1 Description**

Presubscription is an arrangement whereby an end user may select and designate to the Company Inter/IntraLATA Interexchange Carriers (ICs) to access, without an access code, for long distance calls. These ICs are referred to as the end user's Primary Interexchange Carriers (PICs)

1.5.2 Regulations

1.5.2.A Pursuant to the Equal Access Plan filed with the Commission, each residential customer may select one PIC for IntraLATA long distance service and the same or another PIC for InterLATA service. A Change Charge does not apply for the initial Carrier selection(s).

1.5.2.B Subsequent to the installation of Local Exchange Service, and after the end user's initial PIC selection(s), the following nonrecurring charge applies for any Carrier-selection modification. This charge is billed to the Local Exchange Service customer as follows:

1.5.2.B.1 Customers who change their IntraLATA or their InterLATA PIC (but not both) will be assessed a single charge.

1.5.2.B.2 Customers who simultaneously change IntraLATA and InterLATA PICs to a single Carrier will be assessed a single charge.

1.5.2.B.3 Customers who simultaneously change IntraLATA and InterLATA PICs to separate Carriers will be assessed a charge per Carrier.

1.5.3 Charge

		<u>NONRECURRING CHARGE</u>
1.5.3.A	Change in Interexchange Carrier	
1.5.3.A.1	Residence	\$5.00

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Business Exchange Service

2.1 General

- 2.1.1 Business Exchange Service provide a business Customer with a connection to the Company's switching network which enables the Customer to:
- 2.1.1.A receive calls from other stations on the public switched telephone network;
 - 2.1.1.B access the Company's local calling service;
 - 2.1.1.C access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800/877 NPA; and access 911 service for emergency calling; and
 - 2.1.1.D access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 900 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- 2.1.2 Business Exchange Service is provided via one or more channels terminated at the Customer's premises. Each Business Exchange Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 2.1.3 Calls to points within the local exchange area are charged on the basis of the length of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified Rule No. 1 of this tariff, including extended calling areas.

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Business Exchange Service (Cont'd)

2.2 Application of Rates

2.2.1 Business rates apply to service furnished:

- 2.2.1.A In office buildings, stores, factories and all other places of a business nature;
- 2.2.1.B In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- 2.2.1.C At any location when the listing or public advertising indicates a business or a profession;
- 2.2.1.D At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
- 2.2.1.E At any location where the Customer resells or shares exchange service;
- 2.2.2 The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Business Exchange Service (Cont'd)

2.3 Business Exchange Service Options

2.3.1 The following Business Exchange Service Options are offered:

2.3.1.A Basic Business Line Service

2.3.1.B Key Line Service

2.3.1.C Trunk Service

2.3.1.C.1 Analog Trunk Service

2.3.1.C.2 Digital Trunk Service

2.3.1.C.3 DID Trunk Service

2.3.1.D Centrex Service

2.3.2 All Business Exchange Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Connection charges apply to all service on a one-time basis unless waived pursuant to this tariff.

Unless otherwise stated in this tariff, all Business Exchange Services include:

1. Service Order Charges
2. Nonrecurring Charges
3. Monthly Recurring Charges
4. Usage Charges

Optional rate elements may also apply as specified in this tariff.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.4 Basic Business Line Service****2.4.1 General**

Basic Business Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

2.4.2 Recurring and Nonrecurring Charges

Nonrecurring Connection Charge:	\$ 75.00
Monthly Recurring Charges:	
- Each Base Service Line	\$ 10.50

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.5 Key Line Service****2.5.1 General**

Key Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of customer-provided multi-line terminal equipment.

2.5.2 Recurring and Nonrecurring Charges

Nonrecurring Connection Charge: \$ 75.00

Monthly Recurring Charges:
- Each Key Base Service Line \$ 10.50

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.6 Trunk Service****2.6.1 General**

- 2.6.1.A Trunk Service is provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.
- 2.6.1.B DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line.
- 2.6.1.C For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

2.6.2 Analog PBX Trunks

- 2.6.2.A Analog PBX Trunks provide the Customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

Nonrecurring Connection Charge: \$ 75.00

Monthly Recurring Charges:
- Each Trunk \$ 10.50

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.6.3 Direct Inward Dial (DID) Service**

2.6.3.A DID (Direct Inward Dial) Service allows a PBX user to have incoming calls reach a specific end users or departments by bypassing the assistance of an attendant. A DID trunk passes the called numbers last two or four digits to a PBX which through translations of the Customer's PBX connects the calls to a specific station called.

2.6.3.B The monthly recurring rate charge will include the DID trunk charge, a loop terminal interface charge, End User Common Line (EUCL) and DID number block charges. An Analog DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time. Additional charges apply for the assignment of DID Station numbers.

Nonrecurring Connection Charge: \$ 75.00

Monthly Recurring Charges:
- Each Trunk \$ 10.50

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)**

2.6.3.C DID Number Block

2.6.3.C.1

	<u>Nonrecurring</u>	<u>Monthly</u>
- 1st Block of 200	\$ 400.00	\$ 50.00
- Per additional Block of 100	\$ 100.00	\$ 30.00
- Circuit Termination, Per Trunk (in the same group)	N/A	*\$8.00*

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.6.4 Centrex Service****2.6.4.A Description**

Centrex Service is a multi-station system offered to the business Customer with two (2) or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the Customer's premises. Centrex Service enables the Customer to originate and receive local calls within its system.

2.6.4.B Standard features are as follows⁴:

- 2.6.4.B.1 Call Forward/Busy
- 2.6.4.B.2 Call Forward/Don't Answer
- 2.6.4.B.3 Call Forward/Variable
- 2.6.4.B.4 Call Hold
- 2.6.4.B.5 Call Hunting
- 2.6.4.B.6 CO Pick-up
- 2.6.4.B.7 Call Transfer
- 2.6.4.B.8 Call Waiting
- 2.6.4.B.9 System Speed Dial
- 2.6.4.B.10 Three-Way Conferencing
- 2.6.4.B.11 Touch Tone

⁴Some features may not be available to all locations.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.6.4.C Station Line Charges**

Monthly Centrex Station Line charges apply. The applicable local calling areas are defined in the AT&T California or Verizon California, Inc. California tariff, in effect for the same service area, in effect and as amended from time to time. See Rule 1, Definition - Local Calling Area.

2.6.4.C.1

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Centrex Service Line	\$ 50.00	\$ 12.50

2.6.5 Usage Charges

In central offices where facilities are available for timing of messages, local usage charges for measured calls are as specified in Paragraph 3(A) of this Rate Schedule.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 2 Business Exchange Service (Cont'd)****2.6.6 Centrex CO Labor Charges****2.6.6.A For time and materials for Central office work performed by the Company:**

	<u>Mon.-Sat. 8 am-5pm</u>	<u>Sunday & Mon.-Sat. excluding 8 am-5pm</u>	<u>Holidays</u>
1st 30 minutes, or fraction thereof	\$ 30.00	\$ 45.00	\$ 60.00
Ea. Additional 15 minute, or fraction thereof	\$ 15.00	\$ 22.5	\$ 30.00

2.7 Usage and Service Applicable to All Basic Exchange Services**2.7.1 Local Calling Service****2.7.1.A Usage Charges, per minute:****2.7.1.A.1**

	<u>Initial Minute</u>	<u>Ea. Add'l. Minute</u>
Day Rate Period	\$ 0.0333	\$ 0.0105
Evening Rate Period	\$ 0.02333	\$ 0.0073
Night/Weekend Rate Period	\$ 0.0133	\$ 0.0042

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 3 Directory Assistance

3.1 General

3.1.1 A Customer may obtain assistance, for a charge, in determining the telephone number by dialing Directory Assistance Service.

3.1.2 Rates - A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies. A Call Completion charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

Per Request:	\$ 0.30
Call Completion, per call:	\$ 1.00

3.2 Directory Listings

3.2.1 A single main listing is provided free of charge for each customer of record. No charge applies to nonpublished service. Additional listings are billed as follows:

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 3 Directory Services (Cont'd)

Per additional directory listings

Monthly Recurring Charge	\$ 2.00
Unpublished Listings (See Rule 31)	\$ 0.50

3.3 Additional Directory Charge

- 3.3.1 These directories will not be provided by ATHERTON FIBER Telecom. The local telephone company may impose a charge and/or fees for the delivery of these directories.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 4 Operator Service****4.1 Operator Assistance****4.1.1 Description**

Local and long distance calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for operator-assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

4.1.2 Rate, per completed call

- | | | |
|----|---|---------|
| 1. | Person-to-Person
(customer dialed) | \$ 3.50 |
| 2. | Station to Station
(customer dialed) | \$ 1.25 |
| 3. | Billed to Non-Proprietary Calling Card
(additional surcharge) | \$ 0.50 |
| 4. | Operator Dialed Charge
(applies in addition to other operator charges) | \$ 1.75 |

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 4 Operator Service (Cont'd)

4.2 Busy Line Verification and Line Interrupt Service

4.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.2.2 Rate Application

- 4.2.2.A A Verification Charge will apply when (a) The operator verifies that the line is busy with a call in progress, or (b) The operator verifies that the line is available for incoming calls.
- 4.2.2.B Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- 4.2.2.C No charge will apply when the calling party advises that the call is from an official public emergency agency.

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 4 Operator Service (Cont'd)

4.2.3 Rates

- | | | |
|----|---|---------|
| 1. | Busy Line Verification
(per request) | \$ 1.50 |
| 2. | Busy Line Verification and
Busy Line Interrupt (per request) | \$ 3.00 |

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 5 Blocking Service****5.1 General****BLOCKING ACCESS TO 900 AND 976 INFORMATION SERVICES**

At the request of a customer, Company shall block that customer's access to 900 and 976 pay-per call telephone information services. Company shall inform its customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although Company may impose a charge if the customer asks for deactivation of blocking.

5.1.1 Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to all Customers:

- 5.1.1.A 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- 5.1.1.B 900, 971, 976 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 976 and 700 prefixes from being placed.
- 5.1.1.C Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation database.
- 5.1.1.D Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- 5.1.1.E Toll Restriction Plus -provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- 5.1.1.F Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 5 Blocking Service (Cont'd)****5.2 Regulations**

5.2.1 The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

5.2.2 Blocking Service is available where equipment and facilities permit.

5.3 Rates and Charges**5.3.1 Recurring and Nonrecurring Charges**

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge:	Initial <u>Order</u>	Subsequent <u>Order</u>
900, 976, and 700 Blocking	No charge	\$ 5.00

	<u>Monthly Charges</u>
Third Number Billed and Collect Call Restriction	\$ 2.50
Toll Restriction	\$ 2.50

5.3.2 Pricing for Blocking Service for a business Customer with more than 200 lines is on an individual case basis.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 5 Blocking Service (Cont'd)****5.4 Caller Identification Blocking-Per Call****5.4.1 Description**

Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

5.5 Caller Identification Blocking-Per Line**5.5.1 Description**

- 5.5.1.A Provides a permanent indicator on a customer's line. Once block is established on the customer's line, the private status can be deactivated by the customer by dialing a code, *82 or 1182 on rotary phones, before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.
- 5.5.1.B Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting additional changes to their per line blocking, after initial set-up, will pay a nonrecurring charge for modifying their per line blocking option.
- 5.5.1.C Per line blocking will be provided free to law enforcement and domestic violence agencies at any time.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 6 Message Toll Service****6.1 General**

ATHERTON FIBER Telecom Message Toll Service is available to Customers who originate direct dialed calls over switched or dedicated access lines. No minimum volume commitment is required. Calls are billed in one-minute increments after an initial minimum call duration of one minute.

6.2 Switched Toll Service

Calls originate over standard switched access lines which are presubscribed to the Company's service. Calls are billed in one-minute increments after an initial minimum call duration of one minute.

6.2.1 IntraLATA rates:

	<u>Day</u>		<u>Evening, Night/Weekend</u>	
	<u>Initial Period</u>	<u>Add'l Period</u>	<u>Initial Period</u>	<u>Add'l Period</u>
Per Call	\$ 0.15	\$ 0.10	\$ 0.10	\$ 0.08

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 7 Custom Calling Service**

Custom Calling Service is an optional service arrangement of central office services furnished to individual line business and residence customers. It is available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit.

7.1 Description of Services**7.1.1 Call Forwarding**

Call Forwarding permits the Customer to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion.

7.1.2 Call Return

Call Return allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

7.1.3 Call Screen

Call Screen allows the Customer to automatically block incoming calls from up to ten customer pre-selected telephone numbers (including numbers from which a customer has just received a call). The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 7 Custom Calling Service (Cont'd)****7.1 Description of Services (Cont'd)****7.1.4 Call Trace**

Call Trace allows the Customer to dial a code to automatically request that the Utility record a caller's originating telephone number and the date and time of the call as well as the date and time of the Customer initiated trace. The information is stored by the Utility and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

7.1.5 Call Waiting

7.1.5.A Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.

7.1.5.B Cancel Call Waiting (CCW) allows a customer to dial an activation code prior to making a call, and cancel the Call Waiting (CW) feature. CCW must be activated each time the customer wants CW canceled. Exception: Customers subscribing to a Custom Calling Service that provides "flash privileges" such as Three-Way Calling, can activate the CCW feature while an incoming or outgoing call is in progress.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 7 Custom Calling Service (Cont'd)****7.1 Description of Services (Cont'd)****7.1.6 Priority Ringing**

Priority Ringing differentiates incoming calls from up to ten Customer pre-selected telephone numbers by signaling the customer with a distinctive ringing pattern. If the Customer subscribes to Call Waiting, a distinctive tone is heard for the selected set of numbers. The last incoming call can automatically be added to the list of pre-selected numbers.

7.1.7 Remote Call Forwarding

Remote Call Forwarding Service is an arrangement which includes the furnishing of a network address (seven or area code + seven digit telephone number) to an applicant or Customer, which permits call completion to another network address. The Remote Call Forwarding network address must be located in an exchange area.

7.1.8 Repeat Dialing

Repeat Dialing (USOC: CRD) permits the Customer to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the customer with a distinctive ringing pattern when the busy number and the customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

7.1.9 Speed Calling

Speed Calling permits the customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight-code list or thirty-code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

SECTION 3 – EXCHANGE SERVICES (Cont'd)**No. 7 Custom Calling Service (Cont'd)****7.1 Description of Services (Cont'd)****7.1.10 Three-Way Calling**

Three-Way Calling permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

7.2 Rates

	Non- <u>Recurring</u>	<u>Recurring</u>
Call Forwarding	\$ 5.00	\$ 3.50
Call Return	\$ 5.00	\$ 3.50
Call Screen	\$ 5.00	\$ 3.50
Call Trace	\$ 5.00	\$ 3.50
Call Waiting	\$ 5.00	\$ 3.50
Priority Ringing	\$ 5.00	\$ 3.50
Remote Call Forwarding	\$ 5.00	\$ 3.50
Repeat Dialing	\$ 5.00	\$ 3.50
Speed Calling	\$ 5.00	\$ 3.50
Three-Way Calling	\$ 5.00	\$ 3.50

SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 8 Promotions

The Company will file all promotions in compliance with General Order 96-A.